

**UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF VIRGINIA**

Roanoke Division

IN RE:
BERNICE ELIZABETH SANDIDGE
Debtor

Case No. 13-70734-PMB

Chapter 13

SUNTRUST MORTGAGE, INC.
Movant

v.
BERNICE ELIZABETH SANDIDGE
Debtor/Respondent

and
CHRISTOPHER T. MICALE
Trustee/Respondent

AGREED ORDER RESOLVING THE FIRST NOTICE OF DEFAULT

This matter comes before the Court on the First Notice of Default, pursuant to 11 U.S.C. § 1301(c)(2), filed on August 27, 2014 (the “Notice”) on behalf of SunTrust Mortgage, Inc., (the “Movant”), by counsel.

WHEREAS, the Movant is the current holder of the promissory note in the original principal amount of \$136,800.00 (the “Note”), the payment of which is secured by a deed of trust dated October 01, 2007 (the “Deed of Trust”), which Deed of Trust encumbers real property known as 177 Tinkerview Drive, Cloverdale, VA 24077 (the “Property”) and more particularly described as follows:

177 TINKERVIEW DRIVE, CLOVERDALE, VA 24077 BENING IN THE COUNTY OF BOTETOURT, VIRGINIA LOT 701, PHASE II, AND LOT 702, PHASE II, ACCORDING TO THE PLAT SHOWING PHASE II SUBDIVISION OF TINKERVIEW TOWNHOUSE PROPERTY, BLUE RIDGE MAGISTERIAL DISTRICT, DATED AUGUST 1, 1986, PREPARED BY MATTERN & CRAIG, CERTIFIED LAND SURVEYORS, OF RECORD IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE COUNTY OF BOTETOURT, VIRGINIA, IN PLAT BOOK 11, PAGE 204.; and

Andrew Todd Rich, VSB# 74296
8100 Three Chopt Road, Suite 240
Richmond, VA 23229
(804) 282-0463
Counsel for the Movant

WHEREAS, Bernice Elizabeth Sandidge (the "Debtor") and the Movant have reviewed the Notice and reached an agreement in this matter, the terms of which are set forth herein;

NOW THEREFORE, it is hereby

ORDERED

that the automatic stay imposed by 11 U.S.C. §362(a) shall be and the same is MODIFIED, pursuant to 11 U.S.C. §362(d), to permit the Movant to take such action as may be necessary to enforce its lien of the Deed of Trust, including the initiation of foreclosure proceedings against the Property and commencement of any action to obtain possession of the Property as permitted by applicable state law.

IT IS FURTHER ORDERED that the provisions lifting the automatic stay in this Agreed Order Resolving the First Notice of Default (the "Agreed Order") are stayed, contingent upon the Debtor's continued compliance with the terms of this Agreed Order, and provided that the following conditions are met:

1. The Debtor shall cure the post-petition arrearage due to the Movant through October 1, 2014, in the total amount of \$6,141.59 (which includes late charges, deferred late charges, and attorney's fees of \$50.00), by filing, obtaining confirmation of, and making payments pursuant to an Amended/Modified Chapter 13 plan (the "Amended Plan"), which Amended Plan shall incorporate the post-petition arrearage set forth herein and provide that the arrearage will be paid by the Chapter 13 Trustee (the "Trustee"), along with any outstanding pre-petition arrearage, to the Movant throughout the remaining life of the current bankruptcy case. The Amended Plan shall further provide that the trustee will disburse, as funds are available, regular monthly contractual installment payments to the Movant on the behalf of the Debtor in the amount of \$819.69 (subject to interest rate changes or escrow changes) as the payments become due beginning with the payment due on November 1, 2014.

2. The Debtor shall file the Amended Plan within twenty (20) days of the entry of this Agreed Order. After the Amended Plan is filed, the Movant shall file an amended proof of claim to include the post-petition arrearage set forth herein. The Trustee reserves the right to object to the Amended Plan.

3. IT IS FURTHER ORDERED that, in the event that the Debtor fails to comply with the terms of this Agreed Order, or timely deliver, or cause to be delivered, any subsequent payment on or before the date required by the Agreed Order, or if the Debtor does not timely file the Amended Plan within twenty (20) days of the entry of this Agreed Order, then in such event, the Movant may give written notice to the Court, the Debtor, and the the Trustee of the failure to receive such payment and the amount of the default and/or the failure of the Debtor to timely file the Amended Plan. After such notice has been given:

1. If the Debtor fails to object in writing within fifteen (15) days of the date the notice of default is sent and to request a hearing thereon, then in such event, the Movant is relieved from the automatic stay provisions of 11 U.S.C. §362, the automatic stay is rescinded without further order, notice or opportunity for hearing, and the Movant is entitled to avail itself of its contractual remedies. In such event, (a) thirty (30) days after the Debtor's response period has ended, the Trustee will cease making any payments on the Movant's secured claim which were required by the plan, and (b) within 120 days after the Debtor's response period has ended, the Movant must file an amended unsecured claim for a deficiency (which claim must include documentation proving that the Movant has liquidated its collateral and applied the proceeds of sale in accordance with applicable state law) or such claim against the bankruptcy estate shall be forever barred.

2. If the matter is contested by the Debtor, the Trustee will continue making any payments on the Movant's secured claim which were required by the plan until and unless an order modifying or terminating the automatic stay is entered by the Court.

3. If the Debtor cures the default, if the notice of default is withdrawn by the Movant, or if any other agreement is reached between the Movant and the Debtor, which allows the Debtor to retain the Property, the Movant shall so notify the Court in writing, with a copy to the Trustee, within twenty (20) days of such action, and the Trustee shall continue making any payments on the Movant's secured claim which are required by the plan.

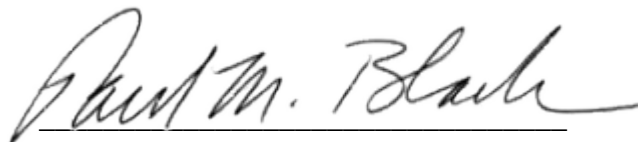
IT IS FURTHER ORDERED that, if a third such notice of default is filed by the Movant after the Debtor reinstates under the terms of a first and second notice of default, then the automatic stay afforded the Debtor in this bankruptcy case shall be automatically deemed lifted without any further proceeding, action or order of this Court, and the Movant shall thereafter be allowed to enforce its lien of the Deed of Trust, including the initiation of foreclosure proceedings against the Property and commencement of any action to obtain possession of the Property as permitted by applicable state law.

IT IS FURTHER ORDERED that, if the holder of any other deed of trust encumbering the Property obtains relief from the automatic stay, then the Movant herein is automatically granted relief from the automatic stay.

IT IS FURTHER ORDERED that the Movant shall promptly notify the Court and the Trustee in writing of the results of any foreclosure sale of the Property conducted by the Movant, and shall pay to the Trustee any excess funds received from that foreclosure sale. Upon payment of the funds as set forth herein, the Movant shall be free of any further duties or responsibilities in regards to the excess proceeds paid to the Trustee.

IT IS ORDERED.

Date: September 30, 2014



Judge, U.S. Bankruptcy Court
for the Western District of Virginia
Lynchburg Division
Entered on Docket: _____

WE ASK FOR THIS:

/s/ Andrew Todd Rich
Andrew Todd Rich, VSB# 74296
BWW Law Group, LLC
8100 Three Chopt Road, Suite 240
Richmond, VA 23229
(804) 282-0463 (phone)
(804) 282-0541 (facsimile)
bankruptcy@bww-law.com
Counsel for the Movant

SEEN AND AGREED:

/s/ Margaret C. Valois
Margaret C. Valois, Attorney at Law
7601 Timberlake Road
Lynchburg, VA 24502
Counsel for the Debtor

SEEN:

/s/ Jason Shorter *FOR:*
Christopher T. Micale, Trustee
Post Office Box 1001
Roanoke, VA 24005
Chapter 13 Trustee

CERTIFICATION

I HEREBY CERTIFY that the foregoing proposed Agreed Order Modifying the Automatic Stay and Co-Debtor Stay has been endorsed by or on behalf of all necessary parties.

/s/ Andrew Todd Rich
Andrew Todd Rich

cc:

BWW Law Group, LLC
8100 Three Chopt Road, Suite 240
Richmond, VA 23229

Christopher T. Micale, Trustee
Post Office Box 1001
Roanoke, VA 24005

Margaret C. Valois, Attorney at Law
7601 Timberlake Road
Lynchburg, VA 24502

Bernice E Sandidge aka Bernice Elizabeth Sandidge
177 Tinkerview Drive
Cloverdale, VA 24077

Bernice E Sandidge aka Bernice Elizabeth Sandidge
177 Tinker View Drive
Cloverdale, VA 24077

WD.MOD.PORL